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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

UNITED STATES OF AMERICA,)	CASE NO. 10-CV-2696-SBA
Plaintiff,)	
v.)	SETTLEMENT AGREEMENT AND
)	ORDER OF DISMISSAL
ONE SALTWATER CROCODILE)	
(CROCODYLUS POROSUS) HERMES)	
DESIGNER HANDBAG,)	
Defendant,)	
<hr/> ALEXIS AIKEN,)	
Claimant.)	
<hr/>)	

The parties stipulate and agree as follows:

1. Plaintiff is the United States of America (hereafter "United States"). Defendant is One Saltwater Crocodile (Crocodylus Porosus) Hermes Designer Handbag seized by law enforcement officers from the United States mail on or about July 31, 2009 (hereafter "defendant property"). After proper notification and publication was given, Alexis Aiken (hereafter "Claimant") filed a claim in this action as the sole claimant to the defendant property. No other claims or answers have been filed and no other parties have entered the case. The United States and Claimant jointly are hereafter referred to as

1 the “parties” in this Settlement Agreement.

2 2. The parties agree that this resolution in this action is based solely on the terms stated in
3 this Settlement Agreement. It is expressly understood that this Settlement Agreement has been freely
4 and voluntarily entered into by the parties. The parties further agree that there are no express or implied
5 terms or conditions of settlement, whether oral or written, other than those set forth in this Settlement
6 Agreement. This Settlement Agreement shall not be modified or supplemented except in writing signed
7 by the parties. The parties have entered into this Settlement Agreement in lieu of protracted litigation
8 and District Court adjudication.

9 3. This settlement is a compromise over disputed issues and does not constitute any
10 admission of any wrongdoing or any liability by any party.

11 4. Claimant asserts that she is the sole owner of the defendant property.

12 5. The parties agree that the United States will return the defendant property to Claimant
13 (subject to any delinquent debts owed to any federal, state, or local agencies, as discussed in Paragraph 8
14 below). The return of the defendant property shall be in full settlement and satisfaction of any and all
15 claims to the defendant property by the United States, Claimant, and Claimant’s heirs, representatives
16 and assignees.

17 6. Claimant, her heirs, her representatives, and her assignees shall hold harmless the United
18 States, and any and all agents, officers, representatives, and employees of the same, and including all
19 federal, state, and local enforcement officers, for any and all acts directly or indirectly related to the
20 seizure and forfeiture of the defendant property and for any and all claims, defenses, actions, or
21 liabilities arising out of or related to this action against the defendant property.

22 7. Claimant agrees that she has had the opportunity to consult with her attorney, that she has
23 carefully read this Settlement Agreement and discussed it with her attorney, and that she fully
24 understands the scope and effect of the provisions of this Settlement Agreement. Claimant further
25 agrees that she has discussed with her attorney the Debt Collection Improvement Act of 1996 (DCIA),
26 31 U.S.C. § 3716, that she understands its implications, and that she understands that the return of the
27 defendant property is subject to the directives and restrictions of the DCIA.

28 8. Claimant understands and agrees that before the United States Customs Service will

1 release the defendant property to her she will be required to pay appropriate Customs duties and fees and
2 cites fees. Claimant agrees to pay any amounts owed in duties or fees as a condition of the defendant
3 property being released to her.

4 9. The parties agree that each party shall pay its own attorneys' fees and costs.


5 10. Pursuant to Rules 408 and 410(a)(4) of the Federal Rules of Evidence, no portion of this
6 stipulated settlement, including statements or admissions made herein, shall be admissible in any
7 criminal action.

8 11. Based on the foregoing Settlement Agreement between the United States and Claimant,
9 the parties agree that, subject to the Court's approval, the proposed Judgment of Forfeiture submitted
10 below with this Settlement Agreement be entered into and that this action be dismissed.

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12 **IT IS SO STIPULATED:**

13 Dated: 05/12/2022


STEPHANIE M. HINDS
United States Attorney

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16 
17 KAREN D. BEAUSEY
Assistant United States Attorney

18
19 Dated: MAY 10, 2022

20 
ALEXIS AIKEN
Claimant

21
22 Dated: May 10, 2022

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LOUIS F. FEUCHTBAUM, ESQ.
SIDEMAN & BANCROFT LLP
Attorney for Claimant Alexis Aiken


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25
26 **[PROPOSED] ORDER OF DISMISSAL**

27 UPON CONSIDERATION of the Settlement Agreement and the record, and for good cause
28 shown, it is by the Court on this _____ day of _____, 2022,

1 ORDERED, ADJUDGED AND DECREED that One Saltwater Crocodile (Crocodylus Porosus)
2 Hermes Designer Handbag seized by law enforcement officers from the United States mail on or about
3 July 31, 2009 (hereafter “defendant property”) shall be returned by the United States to Claimant Alexis
4 Aiken, subject to the terms and conditions outlined in the Settlement Agreement between the parties.

5 IT IS FURTHER ORDERED that this action be, and hereby is, DISMISSED.

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7 Date: 6/16/2022

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8 Ricahrd Seeborg for Saundra B. Armstrong
9 United States District Judge
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